

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**PSN ILLINOIS, LLC,
an Illinois corporation,**

Plaintiff,

vs.

**Abcam, Inc.; Abgent, Inc.;
Affinity Bioreagents, Inc.;
Discoverx Corporation;
Exalpa Biologicals, Inc.;
LifeSpan Biosciences, Inc.; and
Novus Biologicals, Inc.**

Defendants.

Case No. 07 C 7190

Judge Hibbler

Magistrate Judge Valdez

**CONSENT JUDGMENT ORDER AS TO
DEFENDANT AFFINITY BIOREAGENTS, INC.**

This action has come before the Court upon the pleadings and proceedings of record, and it has been represented to the Court that the parties, plaintiff PSN Illinois, LLC ("PSN") and defendant Affinity BioReagents, Inc. ("ABR"), collectively "the Parties," have agreed to a compromise and settlement of this action in which ABR has agreed to the entry of this judgment;

WHEREFORE, with the consent of the Parties, through their undersigned attorneys, and with the approval of this Court, it is hereby finally ORDERED, ADJUDGED AND DECREED as follows:

1. The Court has jurisdiction over the parties and the subject matter of this action.
2. PSN owns and has standing to sue for infringement of United

States Patent No. 5,856,443, entitled "Molecular Cloning And Expression of G-Protein Coupled Receptors," issued on Jan. 5, 1999, and United States Patent No. 6,518,414B1, entitled "Molecular Cloning And Expression of G-Protein Coupled Receptors," issued on Feb. 11, 2003 ("PSN's Patents").

3. PSN's Patents have been infringed by ABR through its offer for sale of products and services utilizing Sphingosine 1-Phosphate Receptor 2/ aka Edg 5/ aka p^{H218} ("S1P2") that fall within the scope of claims of PSN's Patents, including at least the following ABR products:

- i. S1P2 antibody (Catalog # PA1-23523)
- ii. S1P2 antibody (Catalog # PA1-20777)
- iii. S1P2 antibody (Catalog # PA1-20633)
- iv. S1P2 antibody (Catalog # PA1-20634)

(the "infringing products"). Based on its past infringement, ABR agrees to pay a fifteen percent (15%) royalty for past sales of the infringing products, as further detailed in the parties' Settlement Agreement.

4. No payment for or release of the infringing products which may have been used by any third parties is provided here or in the parties' Settlement Agreement, and PSN is free to pursue its damages claim in this action against such third parties.

5. ABR agrees never again to manufacture, use, deal in, import, sell or offer to sell the infringing products, or any other products falling within the scope of claims of PSN's Patents; if ABR ever wishes to do so, it agrees to first request a license from PSN or its assigns under PSN's Patents. Should ABR not first request such a license before intentionally or with grossful negligence attempting to so deal in the infringing products,


then in this event ABR now agrees to and hereby waives and relinquishes the right to ever contest the validity or enforceability of either of PSN Patents and any of their claims in their present form, whether such assertion of invalidity or unenforceability would be made in a court proceeding or Patent Office proceeding, and whether or not such assertion is made with respect to the infringing products in this action or with respect to any other products that may be made, used, sold and/or offered for sale by ABR in the future.


6. All claims and defenses of each of the Parties are hereby dismissed with prejudice.

7. The parties shall each bear their own costs and attorney fees incurred in this action, and the Court shall retain jurisdiction to enforce the terms of this Consent Judgment Order and the Settlement Agreement between the parties concerning this action.

Dated: 2/28 2008


Honorable William J. Hibbler
United States District Court Judge


Neil Cohen
Faegre & Benson, LLP
Boulder, Colorado, 80302
Tel: (303) 447-7791
Attorneys for
Affinity BioReagents, Inc.


Michael P. Mazza
Michael P. Mazza, LLC
686 Crescent Blvd.
Glen Ellyn, IL 60137
Tel: 630-858-5071
Fax: 630-282-7123
Attorneys for PSN
ILLINOIS, LLC